

Staff Summary Report

Council Meeting Date: 08-14-2008

Agenda Item Number: _____

SUBJECT: Request to award a contract to Advanced Striping Equipment for a thermoplastic pavement marker and support trailer.

DOCUMENT NAME: 20080814fst04 **PURCHASES (1004-01)**

SUPPORTING DOCS: Yes

COMMENTS: (08-182) Total cost for this contract shall not exceed \$46,000.

PREPARED BY: Tony Allen, Procurement Officer, 480-350-8548

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516
Glenn Kephart, Public Works Manager, 480-350-8205
Isaac Chavira, Traffic Operations Supervisor, 480-350-8349
Vince Key, Traffic Operations Crew Leader, 480-350-8261
Jay Taylor, Fleet Director, 480-350-8344
Tim Love, Fleet Analyst, 480-350-8088

**LEGAL REVIEW AS
TO CONTRACT FORM**

ONLY: N/A

FISCAL NOTE: Sufficient funds have been appropriated in 3823-7509.

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: Request for Proposal 08-182 was issued to establish a contract for the purchase of a thermoplastic laydown machine and support trailer. Four responses were received. An evaluation committee comprised of Public Works - Traffic Operations, Public Works – Fleet Services and Procurement Staff reviewed and scored the proposals. It is the recommendation of the committee to award the contract to Advanced Striping Equipment, the overall higher scorer. The unit is utilized to apply thermoplastic based traffic control striping to City roads.

Vendor's Proposal Offer

It is REQUIRED that Proposal Offeror COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Proposal Offer", late proposal response and/or a materially incomplete response will be considered non-responsive and rejected.

Proposal offeror is to type or legibly write in ink all information required below.


Proposal Offeror's Company Name	Advanced Striping Equipment		
Company Mailing Address	PO Box 2199 Villa Rica GA 30180		
Company Street Address	153 Fleet Drive Villa Rica GA 30180		
Proposal Offeror Contact	Thomas Waxler	Title	President
Contact's Phone No.	770 920 1090	E-mail Address	TMWaxler@advancedstripingequipment.com
Proposal Offeror's Company Tax Information:			
Arizona Transaction Privilege (Sales) Tax No.		_____ or	
Arizona Use Tax No.		_____	
Federal I.D. No.	58 8545657		
City & State Where Sales Tax is Paid	Villa Rica, GA		

THIS PROPOSAL IS OFFERED BY

Authorized Proposal Offeror (Type or Print in ink) Thomas Waxler
Proposal Offeror's Title (Type of Print in ink) President
Date 6/18/08

REQUIRED SIGNATURE OF AUTHORIZED PROPOSAL OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other offeror or potential offeror. Failure to sign and return this form with proposal offer will result in a non-responsive proposal.


Signature of Authorized Proposal Offeror

6-19-08
Date

INSTRUCTIONS TO PROPOSAL OFFERORS

Please note that these Instructions are to be read and followed by any proposal offeror and/or contracted vendor and that failure to follow these Instructions may result in rejection of a proposal offer for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Proposal Response:** It is the offeror's responsibility to examine this entire Request For Proposal (RFP) document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check all proposal responses for completeness and accuracy before submitting a proposal. Concerns about any obvious errors, points of confusion and/or possible improprieties in this RFP that are apparent before the proposal opening date are to be filed with the City Procurement Office prior to the scheduled proposal opening date. Negligence in preparing a proposal response confers no right of withdrawal after proposal due date and time.

The City will not reimburse the cost of developing, presenting or providing any proposal response to this RFP.

2. **Late, Unsigned and/or Incomplete Proposal Response:** A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected. The City will not accept a signed letter by proposal offeror in lieu of a signed "Vendor's Proposal Offer", Form 201-B (RFP) as provided in this RFP.
3. **Inquiries:** Questions regarding this RFP are to be directed only to the City Procurement Officer identified on the cover page of this document, Form 201-A (RFP); unless another City contact is specifically named in this RFP. Questions should be submitted in writing, when time permits. When sending correspondence related to this RFP identify within the letter, the appropriate RFP number, page and paragraph at issue. However, offeror (vendor) must not place the RFP number on the outside of an envelope containing questions, since the envelope may be identified as a sealed proposal response and not opened until the official proposal opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than ten (10) days before proposal opening and those received within ten (10) days of proposal opening may not be answered.
4. **Proposal Conference:** If a Proposal Conference is scheduled, it is the offeror's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an offeror may withdraw their proposal. Offeror must present identification and documentation to indicate their authority to withdraw a proposal response.
6. **Proposal Addendum(s):** Receipt and acceptance of a RFP Addendum is to be acknowledged by signing and returning the document either with the proposal response or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the proposal offer non-responsive to that portion of the RFP as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within thirty (30) calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within thirty (30) calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
9. **Compliance with City Solicitation Requirements and Award of Contract:** Unless the offeror states otherwise or unless it states otherwise in this RFP, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this RFP.

A proposal response is an offer to contract with the City based on the terms, conditions and specifications contained in this RFP. An offeror does not become a Contractor unless they receive a formal contract award from the City Procurement Office. Unless this RFP includes a separate contract document or requires the offeror to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful offeror. Proposal offers that take exception to the terms, conditions, specifications and/or other requirements stated within this RFP will cause the proposal offer to be considered as non-responsive. Exceptions will be evaluated on an individual basis to determine their compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification stated within this solicitation document.

10. **Taxes:** Propose all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this RFP, do not include any Sales, Use or Federal Excise Tax in your proposal pricing. The City is exempt from payment of Federal Excise Tax. For proposal evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
11. **Payment By City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each offeror indicate on the Price Sheet (pricing section) of this RFP, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a proposal response.
12. **Proposal Results:** Offerors are invited to attend the scheduled proposal opening at which the name of each offeror will be publicly read (not prices). After award of proposal, an appointment may be made with the City Procurement Officer (identified on the cover page of this RFP) and the proposal documents may be reviewed with the Procurement Officer. Formal award recommendations will be placed on the Procurement Office web page (www.tempe.gov/purchasing) and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a proposal may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.
13. **Protests:** Any actual or prospective offeror who is aggrieved in conjunction with this RFP or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this RFP that are apparent before the proposal opening shall be filed before proposal opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.
14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this RFP and is to be completed by proposal offeror and submitted with the proposal response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15. **Compliance of Proposal Offeror/Contractor Forms:** Any forms (for example, separate contract, maintenance agreement, training agreement) intended by the proposal offeror and/or contractor to be utilized in relationship to any resulting contract must be submitted with proposal offer. Proposal offeror and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this RFP may cause the proposal response to be considered as non-responsive and rejected from consideration or a contract award to be void. Absolutely no proposal offeror/contractor form will be considered unless submitted with proposal response and approved by the City Procurement Office. No City department is authorized to sign any proposal offeror and/or contracted vendor form(s) in relationship to this RFP and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initialing the document as being in compliance.
16. **Proposal, Offer and Contract:** Proposal offers that take exception to Special Terms & Conditions stated within this RFP may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a RFP. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "Contractor".

Any language in proposal offers that takes exception or provides different or conflicting terms, conditions, obligations, specifications, and/or requirements than those contained in the City's Standard Terms and Conditions or Special Terms and Conditions are deemed rejected by the City and are not included in the contract unless expressly agreed to in writing by the City.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and complied with by proposal offeror and/or contracted vendor and that failure to follow these requirements may result in rejection of a proposal response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Proposal Offer", Form 201-B (RFP), the offeror certifies:
 - A. The submission of the proposal offer response did not involve collusion or other anti-competitive practices.
 - B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all proposals and contracting activities conducted by the City.
 - C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer", Form 201-B (RFP) or signing it with a false statement shall void the submitted proposal offer and/or any resulting contract. In addition, the vendor may be debarred from future proposal and bidding participation with the City and may be subject to such actions as permitted by law.
 - D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this RFP and resultant contract award. Violation of this condition will be grounds for contract termination by the City.
2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from contractor the amount of gratuity.
3. **Applicable Law:** This contract shall be governed by, and the City and contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this RFP and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and Contractor.
5. **Contract Formation:** This contract shall consist of this RFP document and the proposal offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's RFP shall govern. The City's RFP shall govern in all other matters not affected by a written contract. All previous contracts between the offeror and the City are not applicable to this contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Contract Modifications:** This contract may only be modified by a written Contract Modification issued by the City Procurement Office and counter-signed by the contractor.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this RFP and contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this RFP. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.
13. **Rights and Remedies:** No provisions of this RFP document or in the vendor's proposal response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.
15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- Force majeure shall not include the following occurrences:
- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 - B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.
- Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail - Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.
16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this RFP shall receive any direct or indirect benefit from the use of these specification.
17. **Public Record:** After award of contract, proposal responses shall be considered public record and subject to review. If an offeror believes a specific section of its proposal response is confidential, the offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.
18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38.511.

SPECIAL TERMS AND CONDITIONS

Proposal offers that take exception to Special Terms & Conditions stated within this RFP may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a RFP. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "Contractor".

1. **City Procurement Document:** This RFP is issued by the City Procurement Office. No alteration of any portion of this RFP document by an offeror is permitted and any attempt to do so shall result in offeror's proposal response being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this RFP to be valid and irrevocable for one hundred twenty (120) days after the proposal opening time and date.
3. **Contract Type:** Firm fixed price, Single Requirement, definite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of twelve (12) month(s) thereafter, unless terminated, canceled or extended as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original proposal documents and contract award remain unchanged.
5. **Cooperative Use of Contract:** In addition to the City of Tempe this contract may be extended for use by other municipalities and government agencies of the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Contractor(s).
6. **Contract Termination:** This contract may be terminated without default by the City by providing a written sixty (60) day notice of termination to the other party.
7. **Cancellation of Term Contract:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the Contractor for acting or failing to act as follows:
 - A. The Contractor provides material that does not meet the specifications of the contract;
 - B. The Contractor fails to adequately perform the services set forth in the specifications of the contract;
 - C. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
 - D. The Contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Contractor to adequately address all issues of concern may result in the City resorting to any one or to any combination of the following remedies:

- A. Cancel any contract;

- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor;
- D. In case of default, the City reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the Contractor by:
 - i) Deduction from an unpaid balance;
 - ii) Collection against the bid and/or performance bond, or;
 - iii) Any combination of the above remedies or any other remedies as provided by law.

8. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection.

9. **One Hundred Eighty (180) Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for one hundred eighty (180) days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the contractor shall not be eligible to receive an additional increase until one year from the date of the last approved price increase.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, it is the Contractor's responsibility to contact the Procurement Office to assure the price increase request was received.

The Contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

10. **Responsiveness To Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if offeror's proposed product(s) and/or service(s) is/are capable of performing the function.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If the offeror has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the written proposal response. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by a responsive offeror. Should no offeror be found totally responsive to all designated RFP requirements,

the City at its option, may either award the contract to the most responsive offeror or cancel the RFP and issue another RFP for the need under revised specifications.

11. **Warranty Statement:** Each offer must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.
12. **Descriptive Literature:** Offeror is to include complete manufacturers' descriptive literature regarding the materials (equipment/products) they propose to furnish. Literature shall be sufficient in detail to allow for full and fair evaluation of the offer submitted. Failure to include required information needed to determine the qualities and acceptability of the proposal offer within the proposal response, will result in the offer being rejected.
13. **Current Products:** All offers made in response to this RFP shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in user (paying customer) environments and capable of meeting or exceeding all specifications and requirements set forth in this RFP. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.
14. **Minimum Seven (7) Year Local Inventory:** Due to the extreme importance of the material(s) (equipment/product) to be purchased from this contract, the offeror (if awarded the contract) agrees to maintain a local inventory of parts and maintenance supplies for a minimum of seven (7) years beyond the installation and acceptance of the installed equipment. Thereafter, the offeror, if awarded the contract (Contractor) agrees to provide the City with at least a ninety (90) day notice of any plans to relocate or discontinue maintenance parts and supplies that are critical to the upkeep of provider's (seller's) equipment installed as result of this RFP.

Failure to maintain this provision will entitle the City to pursue legal action for damages against equipment provider (seller).
15. **Training Statement:** Each offer shall include a complete statement of the training that shall be provided by the vendor for equipment supplied.
16. **Serial Numbers:** Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.
17. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
18. **Insurance:** Prior to commencing any work or services under this contract, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for

additional insureds), personal injury, broad form property damage, products, completed operations, and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. Other Insurance: (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:
 - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
 - b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
 - d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this Request For Proposal. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-VII.
6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two (2) years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

19. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each offeror and the identity of the RFP for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this RFP shall be shown only to City Personnel having a legitimate interest in the evaluation. **"PRICES SHALL NOT BE READ"**. After contract award, the proposals and the evaluation documentation shall be open for public inspection.

20. **Proposal Evaluation:** In competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFP. The City shall be the sole judge as to the acceptability of the products and/or services offered.
21. **Discussion with Responsible Offerors and Revisions to Proposal:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City may ask to obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:
- A. Determine in greater detail such offeror's qualifications;
 - B. Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
22. **Payments - After Acceptance of Delivery:** The City shall make payment in full to the successful contractor within thirty (30) days after receipt and acceptance of delivery. Unless terms other than net thirty (30) days are offered as a discount.
23. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
24. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.

Scope

The City of Tempe is issuing this Request for Proposal to purchase a trailer mounted thermoplastic kettle and extrusion applicator.

When delivered, the unit shall be completely assembled and ready to operate (except for fuels).

Specifications

Each specification will receive a maximum point value of three in the evaluation process. Any exceptions to the preferred specifications listed below must be explained.

	Trailer	Vendor Response		
		Yes	No	Exception
1.	Heavy Duty Tandem axle trailer – min 10,000 GVW	X		(Exceeds) 12,000 GVW
2.	Bed size – 7'6" x 12' minimum	X		(Exceeds) 8' x 15'
3.	Bed/frame shall be all steel construction with a minimum of 3" channel on 16" centers. Main rails shall be C7-12.25 pounds. The rear 48" of deck shall be covered with ¼" plate with rolled over edges. Remainder of deck shall be covered with 11 gauge diamond tread plate with rolled over edges.	X		
4.	Axles are to be tandem with four rim mounted, 12-ply tires. One spare tire and wheel to be provided	X		(Exceeds) Good year LT235/85R16 Grated 8 Lug Rim
5.	Coupler hitch, adjustable position, pintle eye hitch with 2 (two) safety chains with hooks	X		
6.	Tongue jack to be 5,000 lb rated screw type jack – minimum – firmly attached through tongue	X		
7.	Brakes to be electric on all axles with emergency break away switch and 12 bolt battery for independent operation of brakes.	X		
8.	Tail and running lights provided in accordance with ICC regulations with all wiring run in conduit	X		
9.	Paint – one coat of red oxide primer and one coat of white	X		
10.	Hoist and tie downs – hydraulically operated hoist provided on bracket situated to lift applicator onto and off trailer. Tie down chains attached to bed of trailer.	X		
11.	Provisions shall be made for mounting two (2) 20 lb LPG gas tanks on the tongue section of trailer.	X		
12.	20# ABC fire extinguisher shall be included with associated mounting bracket. Extinguisher shall be mounted in a location to provide easy access in case of emergency.	X		
13.	Two LED multi flash strobes shall be installed on the rear portion of vehicle – on each corner	X		
14.	Two LED multi flash strobes shall be installed on the front portion of vehicle – on each corner	X		
15.	Two work lights will be positioned on the trailer mounted on risers to provide illumination of kettle and top deck areas. All work lights are to be high intensity flood with adjustable swivels.	X		
16.	MSO provided at the time of delivery.	X		

		Vendor Response		
	Heating Kettle	Yes	No	Exception
17.	The unit shall be capable of melting a minimum of 1,500 pounds of material to a temperature exceeding 400°F within 75 minutes of initial heating.	X		
Capacity of unit quoted 1798 lbs, 116 gals at 15.5 lb/16% Safety Margin				
18.	Unit shall be a vertically mounted, cylindrical barrel-shaped container.	X		
19.	Heated indirectly by a diesel fired gun type burner with a minimum rating of 230,000 BTUs. The burner shall be vented at the top of the kettle, each vent shall be provided with a rain cap to prevent rain from entering the heating chamber.	X		(Exceeds) 261,000 BTUs
20.	Burner to be controlled by an adjustable temperature controller. A safety shutoff shall be installed to shut off fuel and the gun burner in the event the gun burner does not ignite and maintain combustion	X		
21.	Fuel tank shall be supplied with a minimum capacity of 25 gallons	X		(Exceeds) 35 gals
Fuel tank capacity 35 gals				
22.	Stacks shall be of sufficient height to exhaust above operators head	X		
23.	Heat transfer shall be by heat transfer oil contained by an insulated jacket surrounding the thermoplastic tank. The heat transfer fluid tank shall be equipped with a level indicator to indicate the proper level of heat transfer oil and shall be properly vented to prevent pressure buildup.	X		
24.	Material feed door shall be water proof and constructed to enable the operator to securely insert material without loss of product or danger of molten spillage.	X		
25.	Kettle shall be capable of accepting either block or granulated thermoplastic material.	X		
26.	Direct reading thermometer to indicate the thermoplastic temperature – shall be marked "Thermoplastic"	X		
27.	Direct reading thermometer to indicate the heat transfer fluid temperature – shall be marked "Heat Transfer Fluid"	X		
28.	A 3" knife gate type material valve shall be supplied. Valve shall rapidly discharge and securely close without the need for auxiliary heating.	X		
29.	Agitator shall be equipped with two or more blades and shall be mounted on a 1-1/2" diameter shaft capable of wiping within 3/16" of tank wall. The paddles shall be positioned to gently blend material homogeneously.	X		
30.	The agitator shall be driven by a single hydraulic motor.	X		

31.	The agitator shall be controlled by a directional control valve to start, stop, and reverse the agitator. A flow control valve shall be provided to adjust the speed of the agitator without changing the speed of the engine.	X		
32.	Shaft and agitator shall be easily removable from the melting kettle to facilitate cleaning.	X		
33.	An EPA certified four-cycle, air cooled diesel fueled engine with sufficient horsepower to operate the agitator shall be supplied. The engine shall be equipped with an electric starter, an approved air cleaner, muffler a 60 amp alternator and a variable speed governor. Engine hour meter shall be supplied			(Exceeds) Kubota Z 482B water cooled 11 HP continuous with 60 amp alternator, Murphy Switch RPM gauge water & oil gauge
34.	Geared-type hydraulic pump shall be supplied. System shall incorporate a pressure relief valve, hydraulic filter, a bi-directional hydraulic motor geared to rotate in excess of 40 RPS, selector valve, adequately sized reservoir with filter screen, shut-off valve, oil temperature and level gauge and all necessary pipes, hoses and fittings to complete the system in accordance with established hydraulic standards. The selector valve shall be positioned in close proximity to the kettle feed door.	X		
35.	Engine and hydraulic system shall be located on the trailer tongue.	X		
36.	All exposed metal surfaces shall be primed and finished with a high heat paint.	X		
		Vendor Response		
	Thermoplastic Applicator	Yes	No	Exception
37.	Applicator shall be a walk behind design used in conjunction with a support kettle	X		
38.	Unit shall be capable of properly installing every type of thermoplastic pavement marking application (longlines, skips, message, arrows, etc.)	X		
39.	Applicator shall have a minimum 200 pound material capacity.	X		(Exceeds) 250 lb capacity
40.	Unit shall be designed to melt and maintain material temperatures between 400 and 450 degrees F.	X		
41.	Applicator shall be equipped with a thermostat system to keep material temperature constant throughout application	X		our handliner exceeds need. it is fully insulated with 1" Rockwool insulation.
42.	Fuel source shall be a 20# LPG tank.	X		
43.	Burner shall be 24,000 BTU minimum and be of high efficiency design	X		
44.	Applicator shall be capable of glass bead application at a constant rate regardless of application speed.	X		

45.	Bead dispenser shall be capable of dispensing glass spheres at the rate of six pounds per hundred square feet	X					
46.	Bead reservoir shall be constructed to hold a minimum of 50 pounds of glass spheres	X					
47.	All die parts shall be high temperature and rust resistant metal	X					
48.	Extrusion die system shall be capable of utilizing dies of various widths (4", 6", 8" and 12")	X					
49.	Warranty shall be for a minimum of one (1) year	X					
	Warranty Period <u>1 year</u>						
		Vendor Response					
	Manuals and Training	Yes	No	Exception			
50.	Training shall consist of one (1) day of technical training to be provided upon delivery by a factory trained technician. Training will cover proper operation and maintenance of the unit.	X					
51.	Two (2) operator manuals are to be provided	X					
52.	Two (2) repair manuals are to be provided	X					
53.	Two (2) parts manuals are to be provided	X					
	Optional Equipment Offered	Cost					
	5" Standard Die / 90mil or 125mil	435.00					
	10" Standard Die / 90mil or 125mil	495.00					
Total Bid Price Already Includes the following:							
	4" Standard Die / 90mil or 125mil	345.00					
	6" Standard Die	395.00					
	8" Standard Die	410.00					
	12" Standard Die	504.00					

Proposal Questionnaire

Please Firm shall answer and submit the following information with their proposal. The City of Tempe will use it's discretion in reviewing answers to these questions in determining a firm's responsiveness and responsibility.

1. Please list the address for your company

Advanced Striping Equipment
153 Fleet Drive
Villa Rica, GA 30180

2. Does your product meet, or exceed, all specifications set forth in this Request for Proposal?

____ Yes ☒ No our engine is water cooled

3. Will you comply with all Terms and Conditions of this Request for Proposal?

☒ Yes ____ No

4. Please state delivery time ARO (120 days or less preferred)

6-8 weeks ARO
(42-56 days)

5. Please list three references (government or large corporation preferred)

Company Name	Contact Person	Telephone Number
Grapevine, TX	Francis Fisher	817 410 3373
Smith Town, NY	Tony Cannone	631 360 7635
Dayton, OH	Don Fisher	937 333 2208

Proposal Checklist For Submittals

- ☒ One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).
- ☒ Four (4) Copies of proposal
- ☒ Proposal Questionnaire has been completed and included.
- ☒ Descriptive Literature
- ☒ Price Information completed and included.
- ☒ Any addendum(s) have been included. (none)

Evaluation

An evaluation committee composed of Public Works and Procurement staff will review the responses and score them according to the criteria listed below. Site visits to local warranty and repair facility may be required prior to award.

Award Criteria	Weight	X	Rating	=	Value
1. Conformity to the desired specifications.	6	x	_____	=	_____
2. Warranty and delivery time of completed units	5	x	_____	=	_____
3. Cost	5	x	_____	=	_____
4. Overall response to the RFP to include the ability of offeror to meet the terms and conditions of this RFP and provide all requirements at the time of submittal.	2	x	_____	=	_____
			Total	=	_____

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	.	.	.	8 to 10
Good	.	.	.	6 to 7.9
Average	.	.	.	3 to 5.9
Poor	.	.	.	0 to 2.9

Company Name: Advanced Striping Equipment, Inc. **PRICE SHEET**

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT PRICE
	Thermoplastic Pavement Marker, Kettle and Trailer per specifications	1	<u>42,395.30</u>

* Applicable Tax N/A %

* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.

Less prompt payments discount terms of — % days or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts:	Cecilia Miller	Letters A-C
	Ramona Zapien	Letters D-O
	Penny Brophy	Letters P-Z

(H:/RFP3-2002)